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September 12, 1996

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\*\*ADMITTED IN NEW YORK AND  
MASSACHUSETTS ONLY

Federal Communications Commission  
Mass Media Services  
P.O. Box 358350  
Pittsburgh, PA 15251-5350

MM 97-122

Gentlemen/Ladies:

Transmitted herewith, in triplicate, on behalf of Gerard A. Turro, is an application (FCC Form 345) for Commission consent to assignment of the licenses for FM translator stations W232AL, Pomona, New York and W276AQ, Ft. Lee, New Jersey, to Press Broadcasting Company, Inc.

Also transmitted herewith is a check in the amount of \$200 in payment of the required filing fees and an extra copy of the application, which we request be date stamped and returned to us in the enclosed self-addressed envelope.

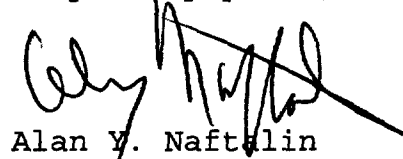
This replaces the application which we filed on September 6, 1996 with an incorrect filing fee. We expect that application to be returned to us.

In the event there are any questions concerning the assignor's portion of this application, please contact me or, after September 20, Arthur B. Goodkind of this office. In the event there are any questions concerning the assignee's portion

Federal Communications Commission  
Mass Media Services  
September 12, 1996  
Page 2

of this application, please contact Harry F. Cole, Bechtel & Cole, Chartered, 1901 L Street, N.W., Suite 250, Washington, D.C. 20036 (202-833-4190).

Very truly yours,



Alan V. Naftalin

Enclosure

cc (w/enc.): Harry F. Cole, Esq., Counsel for  
Press Broadcasting Inc.  
Richard A. Helmick, Esq.  
Norman Goldstein, Esq., FCC  
Alan Aronowitz, Esq., FCC  
Stephen Barone, Esq., FCC

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB  
3000-0078  
Expires 2/31/90

For Commission Use Only  
File No. 96091370  
9609137X

APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,  
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION  
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

- A. ☒ Consent to assignment  
☐ Consent to transfer of control

- B. For a ☐ TV translator  
☐ Low power TV station  
☒ FM translator

2. Name of Assignor/Transferor

Gerard A. Turro

Street Address (or other identification)

6,8,7, O,R,C,H,A,R,D, S,T,R,E,E,T, | | | | |

Telephone No.  
(include Area Code)

City

State

ZIP Code

O,R,I,D,I,E,I,L, | | | | | N, J, | 0,7,6,4,9, | | | | |

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters W276AQ  
W232AL

(b) Location Fort Lee, NJ  
Pomona, NY

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement? Not applicable ☐ YES ☐ NO

If No, attach as Exhibit No. — an appropriate showing. (See Section 73.3597 of the Commission's Rules)

5. Call letters of any auxiliary stations which are to be assigned: None

6. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

The Exhibit should include the following information:

- (a) name of party with such interest;  
(b) nature of interest or connection, giving dates;  
(c) call letters or file number of application; or docket number;  
(d) location

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. \_\_\_\_\_ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

#### CERTIFICATION

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3560 of the rules?

☒ YES ☐ NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, SECTION 1001**

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 11th day of September, 19 96.

Gerard A. Turro

Name of Assignor/Transferor

Gerard A. Turro  
Signature

Title

ASSET PURCHASE AGREEMENT AND CERTIFICATION

Attached is an Asset Purchase Agreement under which Press Broadcasting, Inc. ("Press"), has agreed to purchase all of the assets and the licenses associated with translator stations W276AQ, Fort Lee, New Jersey, and W232AL, Pomona, New York. This purchase is undertaken in response to the Commission's Memorandum Opinion and Order adopted and released April 13, 1996, in which Mr. Turro was directed to cease any relationship between Mr. Turro's translators and station WJUX(FM), Monticello, New York.

In connection with this transaction, Mr. Turro, the assignor, certifies as follows:

(1) There is and will be no written or unwritten agreement under which Press or any person or entity affiliated with Press will be obligated to rebroadcast any given FM station over the translators. Press's obligations to pay the purchase price as set out in the enclosed Asset Purchase Agreement will be unaffected by the identity of the stations broadcast by the translators or by the existence or non-existence of Mr. Turro's network service. To the best of Mr. Turro's knowledge, Press's ability to fulfill its obligations under the Asset Purchase Agreement will be similarly unaffected by the identity of the stations rebroadcast by the translators or by the existence or non-existence of Mr. Turro's network service.

(2) The assignment of the translator licenses to Press will be unconditional. There is and will be no written or unwritten agreement under which Mr. Turro will have a right to regain ownership of the translators in the future.

(3) Except in connection with negotiation of the sale of the translators to Press as provided in the Asset Purchase Agreement, there is and has been no business relationship between Press and Mr. Turro. There is no family or social relationship between Mr. Turro and any principal of Press.

# **ASSET PURCHASE AGREEMENT**

Between

GERARD A. TURRO  
Seller

and

PRESS BROADCASTING COMPANY, INC.,  
Buyer

FM TRANSLATOR STATIONS  
W276AQ, Fort Lee, New Jersey  
and W232AL, Pomona, New York

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated September \_\_, 1996, by and between Press Broadcasting Company, Inc., a New Jersey corporation ("Buyer") and Gerard A. Turro, a New Jersey resident ("Seller").

### P R E M I S E S:

A. Seller is the licensee of and operates FM translator radio Stations W276AQ, Fort Lee, New Jersey and W232AL, Pomona, New York (collectively, "the Stations") pursuant to licenses issued by the Federal Communications Commission (the "FCC").

B. Seller desires to sell, and Buyer wishes to buy, all of Seller's assets used or useful in the operation of either or both of the Stations and the broadcast business made possible thereby for the price and on the terms and conditions hereinafter set forth. Buyer and Seller have executed a Letter of Intent reflecting certain agreed-upon terms relative to the purchase and sale of the Stations.

### A G R E E M E N T:

In consideration of the above premises and the covenants and agreements contained herein, Buyer and Seller, intending to be bound legally, agree as follows:

### SECTION 1 - DEFINED TERMS

The following terms shall have the following meanings in this Agreement:

1.1 "Assets" means all of the tangible and intangible assets used or useful in connection with the conduct of the business or operations of either or both of the Stations, which are to be sold, transferred, or otherwise conveyed by Seller to Buyer hereunder, as specified in detail in Section 2.1.

1.2 "Assignment Application" means the application to be filed

with the FCC in accordance with Section 6.1 hereof requesting FCC consent to assign the FCC Licenses from Seller to Buyer.

1.3 "Assumed Contracts" means (i) all Contracts listed in Schedule 3.6 which will be assumed by Buyer at the Closing, (ii) any Contracts entered into by Seller in the ordinary course of business between the date hereof and the Closing Date which would have been listed on Schedule 3.6 had they been in existence on the date hereof and which Buyer agrees in writing on or before the Closing Date to assume, and (iii) all Contracts in existence on the Closing Date which are to be assumed by Buyer but need not be listed in Schedule 3.6 in accordance with the criteria set forth in Section 3.6. The parties specifically agree that the Assumed Contracts shall include (but not necessarily be limited to) agreements between Seller and the owners of the transmitter sites utilized for each of the Stations, which agreements shall extend to a date not earlier than the date of the final payment to be made under the promissory note described in Section 2.3 hereof.

1.4 "Closing" means the consummation of the transaction contemplated by this Agreement in accordance with the provisions of Section 8.

1.5 "Closing Date" means the date of the Closing specified in Section 8.

1.6 "Consents" means all of the consents, permits or approvals of governmental authorities and other third parties necessary to transfer the Assets to Buyer or otherwise to consummate the transaction contemplated hereby.

1.7 "FCC Consent" means action by the FCC granting the Assignment Application.

1.8 "FCC Licenses" means all of the licenses, permits and other

authorizations issued by the FCC to Seller in connection with the conduct of the business or operations of either or both of the Stations and listed in Schedule 3.4.

1.9 "Final Order" means an action or order issued by the FCC, setting forth the FCC Consent and (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which (i) no requests have been filed for administrative or judicial review, reconsideration or appeal, and the time for filing any such requests and for the FCC to set aside the action on its own motion has expired, or (ii) in the event of review, reconsideration or appeal, the time for further review, reconsideration or appeal has expired.

1.10 "Letter of Intent" means the letter, dated August 23, 1996, from Buyer to Seller, countersigned by Seller, reflecting the parties' agreement to the purchase/sale of the Stations as set forth herein.

1.11 "Licenses" means all of the licenses, permits and other authorizations, including the FCC Licenses, issued by the FCC, the Federal Aviation Administration ("FAA"), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business or operations of either or both of the Stations.

1.12 "Personal Property" means all of the machinery, equipment, tools, furniture, leasehold improvements, office equipment, plant, inventory, spare parts, and other tangible personal property which are owned or leased by Seller and used or useful as of the date hereof in the conduct of the business or operations of the Station, plus additions thereto and deletions therefrom arising in the ordinary course of business between the date hereof and the Closing Date.

1.13 "Purchase Price" means the purchase price specified in

## Section 2.3.

SECTION 2 - SALE AND PURCHASE OF ASSETS

2.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to transfer and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, all of the Assets, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for those permitted in accordance with Sections 2.5 or 3.5, or described in any Schedule hereto). The Assets are described in detail in the Schedules to this Agreement and shall include:

- (a) The Personal Property;
- (b) The Licenses;
- (c) The Assumed Contracts;
- (d) All trademarks, trade names, service marks and all other information and similar intangible assets relating to either or both of the Stations;
- (e) All of the Seller's interest in proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes (including software contained therein), plans, diagrams, blueprints, and schematics, including filings with the FCC, relating to the Station subject to the prior consent to assignment from the licensor's, if any, of said proprietary information as described at Schedule 2.1(e);
- (f) All choses in action of Seller relating to the Station;
- (g) All books and records relating to the business or operations of the Station, including executed copies of the Assumed Contracts, and all records required by the FCC to be kept, subject to

the right of Seller to have such books and records made available to Seller for a reasonable period, not to exceed three (3) years after the Closing Date; and

(h) All intangible assets of Seller relating to either or both of the Stations not specifically described above.

2.2 Excluded Assets. The Assets shall exclude the following assets:

(a) Seller's cash on hand as of the Closing Date and all other cash in any of Seller's bank or savings accounts; any and all insurance policies, letters of credit, or other similar items and any cash surrender value in regard thereto; and any stocks, bonds, certificates of deposit and similar investments;

(b) Any Contracts other than the Assumed Contracts;

(c) Any books and records which Seller is required by law to retain, subject to the right of Buyer to have access and to copy for a period of three (3) years from the Closing Date, and Seller's corporate minute books and other books and records related to internal corporate matters and financial relationships with Seller's lenders;

(d) Any claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees of any nature whatsoever for periods prior to the Closing Date;

(e) Any pension, profit-sharing or employee benefit plans, and any employment or collective bargaining agreements;

(f) Any of Seller's real property whether owned or leased, with the sole exception of real estate used in connection with the operation of either or both of the Stations;

(g) Insurance policies of the Seller covering damage to the Assets.

(h) Any accounts receivable of Seller.

(i) Any assets used by Seller in connection with its other business interests and not used exclusively with the operations of either or both of the Stations.

2.3 Purchase Price. The Purchase Price shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00), which shall be allocated in accordance with Schedule 2.3. The Purchase Price shall be paid as follows:

(a) Upon execution of the Letter of Intent, Buyer has placed in escrow the amount of Ten Thousand Dollars (\$10,000.00), which shall be paid to Seller and credited to the Purchase Price at Closing.

(b) Upon execution of this Agreement, Buyer shall place in escrow an additional Fifteen Thousand Dollars (\$15,000.00), which shall be paid to Seller and credited to the Purchase Price at Closing.

(c) The Purchase Price shall be adjusted to reflect any adjustments or prorations made at Closing as provided in Section 2.4 hereof.

(d) The balance of the Purchase Price, after the credits set forth in subsection (a) and (b), and the adjustment set forth in subsection (c), shall be payable at Closing to Seller as follows:

(i) by payment (by cash, cashier's check or wire transfer to a bank designated by Seller) of Five Hundred Thousand Dollars (\$500,000.00), less the credits and adjustments provided for in subsections (a), (b) and (c) hereof; and

(ii) by promissory note (in substantially the same form as the form included as Schedule 2.3(d)(ii)) from Buyer to Seller, in the amount of One Million Dollars (\$1,000,000.00), to be paid in ten annual payments, each such payment in the amount of One Hundred Thousand Dollars (\$100,000.00), the first such payment to be



made on the first anniversary of the Closing and the remaining nine such payments to be made annually on the second through tenth anniversary dates thereafter. The parties specifically acknowledge that the promissory note, and the payments to be made thereunder, shall be subject to the following conditions:

(A) In the event that, at any time during the term of the promissory note, Buyer sells, assigns or transfers the Stations to a third party not affiliated in any way with Buyer, then Buyer's payments under the Note shall be accelerated and, upon closing of the sale, assignment or transfer to the third party, Buyer shall pay to Seller the then-present value of the amount then still owing under the promissory note.

(B) At all times during the term of the promissory note, the Stations shall be authorized by the FCC to operate with the facilities set forth in the Licenses as contained in Schedule 2.3 hereof. The parties recognize and acknowledge that, as translator stations, the Stations provide a "secondary" service which may be modified or preempted by the FCC for various regulatory reasons (including, but not limited to, modifications of the FM table of allotments, amendment of technical rules, or creation of new or modified radio services, including digital radio services). Press agrees not to seek any modification of the technical facilities of either of the Stations. In the event that the facilities of Station W276AQ, Fort Lee, New Jersey are modified, for reasons not attributable to any fault of the Buyer, by the FCC in any manner materially adverse to Buyer at any time during the term of the note, then Buyer's obligations to make further payments under the note shall terminate, and the payments made prior to such termination shall be deemed to constitute full payment to Seller hereunder.

(C) In the event that Buyer sells, assigns or transfers 80% or more of its assets to a third party not owned or controlled by Buyer or by any party or parties which presently own or control Buyer, then Buyer's payments to Seller under the Note shall be accelerated upon closing of such sale, assignment or transfer to the third party, as provided in Section 2.3(d)(ii)(A). The foregoing acceleration shall apply to a sale, assignment or transfer to an affiliate of Buyer unless such affiliate agrees to guarantee the Note, in which case there shall be no acceleration.

2.4 Prorations and Adjustments. All revenues arising from the Stations up until midnight on the day prior to the Closing Date, and all expenses arising from the Stations up until midnight on the day prior to the Closing Date, including business and license fees, utility charges, real and personal property taxes and assessments levied against the Assets, property and equipment rentals, applicable copyright or other fees, sales and service charges, taxes (except for taxes arising from the transfer of the Assets hereunder), and similar prepaid and deferred items, shall be prorated between Buyer and Seller on the following basis. Seller shall receive all revenues, and all refunds to Seller and deposits of Seller held by third parties, and shall be responsible for all expenses, costs and liabilities allocable to the conduct of the business or operations of the Station for the period prior to the Closing Date, and Buyer shall receive all revenues and shall be responsible for all expenses, costs and obligations allocable to the conduct of the business or operations of the Station on the Closing Date and for the period thereafter; provided, however, that there shall be no adjustment for, and Seller shall remain solely liable with respect to, any Contract not included in the Assumed Contracts, or any other obligation or liability not being assumed by Buyer in accordance with Section 2.5. In the event Seller has

received prepayment for services to be provided in the future, such prepayments shall be credited to Buyer. Any adjustments or prorations pursuant to this section will, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment by the appropriate party occurring no later than ninety (90) days after the Closing Date.

2.5 Assumption of Liabilities and Obligations. As of the Closing Date, Buyer shall assume and pay, discharge and perform (i) all the obligations and liabilities of Seller under the Licenses and the Assumed Contracts insofar as they relate to the time period commencing on and after the Closing Date, and arise out of events occurring on or after the Closing Date, and (ii) all obligations and liabilities arising out of events occurring on or after the Closing Date related to Buyer's ownership of the Assets or its conduct of the business or operations of the Stations on or after the Closing Date. All other obligations and liabilities of Seller, including, but not limited to, (i) obligations under any Contract not included in the Assumed Contracts, (ii) any obligations under the Assumed Contracts relating to the time period prior to the Closing Date, and (iii) any claims or pending litigation or proceedings relating to the operation of the Station prior to the Closing Date, shall remain and be the obligations and liabilities solely of Seller. Other than as otherwise herein assigned and assumed, Buyer shall assume no liabilities or obligations of Seller.

### SECTION 3 - REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1 Organization, Standing and Authority. Seller has all requisite power and authority (i) to own, lease, and use the Assets as presently owned, leased, and used, (ii) to conduct the business or

operations of the Station as presently conducted, (iii) to execute and deliver this Agreement and the documents contemplated hereby and (iv) to perform and comply with all of the terms, covenants and conditions to be performed and complied with by Seller hereunder and thereunder. Except as set forth on Schedule 3.1, Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the operations or the Assets of either or both Stations.

3.2 Authorization and Binding Obligation. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against him in accordance with its terms except as the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, or by court-applied equitable remedies.

3.3 Absence of Conflicting Agreements. Subject to obtaining the Consents set forth at Schedule 3.7, the execution, delivery, and performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) does not require the consent of any third party; (ii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, decree, rule, regulation or ruling of any court or governmental instrumentality; (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Seller is a party or by which Seller may be bound; or (iv) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

3.4 Licenses. Schedule 3.4 includes a true and complete list of the Licenses. Seller has delivered to Buyer true and complete copies of the Licenses (including any and all amendments and other modifications thereto). Seller is the authorized legal holder of the Licenses. The Licenses comprise all of the licenses, permits and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business or operations of either or both of the Stations in the manner and to the full extent they are now conducted, and none of the Licenses is subject to any restriction, condition, or contrary rule or regulation which would limit the full operation, by Buyer, of either or both of the Stations as presently operated by Seller. The Licenses are in full force and effect, and the conduct of the business or operations of either or both of the Stations is in accordance therewith. Subject to the matters set forth in Schedule 3.10 hereto), Seller has no reason to believe either (a) that the Licenses will not be renewed by the FCC or other granting authority in the ordinary course, or (b) that the technical facilities specified in the Licenses will be materially reduced by the FCC, whether in connection with the renewal of the Licenses or at any other time.

3.5 Title to and Condition of Personal Property. Schedule 3.5 describes all items of Personal Property, which comprises all personal property necessary to conduct the Business or operations of either or both of the Stations as now conducted. Seller has good title to all Personal Property listed in Schedule 3.5 and none of the Personal Property is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for (i) liens for current taxes and other governmental charges not yet due; and (ii) any other claims or encumbrances which are described in

Schedule 3.5 and annotated to indicate that such claims or encumbrances shall be removed prior to or at Closing. Seller has delivered to Buyer true and complete copies of all leases and other agreements relating to any leased properties listed in Schedule 3.5 (including any and all amendments), all of which are valid and enforceable. Seller is not in default, nor to Seller's knowledge is any other party in default under any of such leases and other agreements. All items of transmitting equipment included in the Personal Property (i) have been maintained by Seller in a manner consistent with generally accepted standards of good engineering practice, and (ii) subject to the matters set forth in Schedule 3.10 hereto, Seller has not done or refused to do any acts and shall not do any act, or refuse to do any act, the effect of which has resulted or would result in either of the Stations operating outside the terms of its FCC Licenses and the rules and regulations of the FCC, and with all other applicable federal, state and local statutes, ordinances, rules and regulations, including but not limited to those relating to RF radiation, occupational safety and health and environmental impact. Except as shown in Schedule 3.5, the Personal Property is in good operating condition and repair (ordinary wear and tear excepted), and is available for immediate use in the business and operations of either of both of the Stations. During the period commencing on the date hereof, Buyer shall have the right to review, inspect and inventory the Assets.

3.6 Contracts. Schedule 3.6 contains descriptions of all the Contracts to be assumed by Buyer at the Closing. Seller has delivered to Buyer true and complete copies of all written Contracts (and at Closing will deliver all times sales contracts), and true and complete memoranda of all oral Contracts (including any and all amendments and

other modifications to such Contracts). Other than the Assumed Contracts, no contract or agreement is required to enable either or both of the Stations to operate as presently operated. All of the Assumed Contracts are in full force and effect, and are valid, binding and enforceable in accordance with their terms. There is not under any Assumed Contract any material default by any party thereto or event which, after notice or lapse of time, or both, would constitute such a default as a result of which either party has the right to terminate such Contract. Except as expressly set forth in Schedule 3.6, Seller is not aware of any intention by any party to any Assumed Contract (i) to terminate such contract or amend the terms thereof, (ii) to refuse to renew the same upon expiration of its term, or (iii) to renew the same upon expiration only on terms and conditions which are more onerous than those pertaining to such existing contract. Except for the Consents, Seller has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability and continuation of any of the Assumed Contracts.

3.7 Consents. Except for the FCC Consent provided for in Section 6.1 and the other Consents described in Schedule 3.7, no consent, approval, permit or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transaction contemplated hereby, (ii) to permit Seller to assign or transfer the Assets to Buyer, or (iii) to enable Buyer to conduct the business or operations of either or both of the Stations in essentially the same manner as such business or operations are presently conducted.

3.8 Labor Relations. Seller is not a party to or subject to any

collective bargaining agreements with respect to the Station. Seller has no written or oral contract of employment with any employee of either or both of the Stations which is not terminable at will and without penalty or severance obligation. The operation of the Stations has been in compliance with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll related taxes, and Seller has not received any notice alleging that he has failed to comply in any material respect with any such laws, rules or regulations. No controversies, disputes, or proceedings are pending or, to the best of Seller's knowledge, threatened, between it and employees (singly or collectively) of the Station. No labor union or other collective bargaining unit represents or, to the best knowledge of Seller, claims to represent any employee of either or both of the Stations. To the best knowledge of Seller, there is no union campaign being conducted to solicit cards from employees to authorize a union to request a National Labor Relations Board certification election with respect to any of Seller's employees at the Station.

3.9 Taxes. Seller has filed or caused to be filed all federal income tax returns and all other federal, state, county, local or city tax returns which are required to be filed, and he has paid or caused to be paid all taxes shown on said returns or on any tax assessment received by him to the extent that such taxes have become due, or has set aside on his books reserves (segregated to the extent required by sound accounting practice) deemed by him to be adequate with respect thereto.

3.10 Claims, Legal Actions. Except as set forth in



Schedule 3.10, and except for any investigations and rulemaking proceedings generally affecting the broadcasting industry, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to Seller, nor does Seller know or have reason to be aware of any basis for the same. In particular, except as set forth in Schedule 3.11, but without limiting the generality of the foregoing, there are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened (i) before the FCC relating to the business or operations of the Station other than applications, complaints or proceedings which affect the radio industry generally, (ii) before any federal or state agency involving charges of illegal discrimination under any federal or state employment laws or regulations, or (iii) before any federal, state or local agency involving environmental or zoning issues under any federal, state or local environmental or zoning laws or regulations.

3.11 Compliance with Laws. Seller has complied with and the Stations have been operated in compliance with (i) the Licenses, and (ii) all applicable federal, state and local laws, rules, regulations and ordinances. To the best of Seller's knowledge, neither the ownership or use of its properties nor the conduct of its business conflict in any material way with the rights of any other person, firm or corporation.

3.12 Insurance. All of the tangible property included in the Assets, including the transmitting towers, is insured against loss or damage in amounts generally customary in the broadcast industry. Schedule 3.12 comprises a true and complete list of all insurance